

CONSENT TO SUBLEASE

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KING COUNTY

OCT 23 1984

INTERNATIONAL
AIRPORT

WHEREAS, Bell Air Services, Inc.

is Lessee to a lease with KING COUNTY, Lessor, said lease dated
January 28, 1981; and

WHEREAS, Bell Air Services, Inc.

desires to sublease a portion of that leasehold to

Air Seattle Fuel Services, Inc.,

the sublease agreement being herewith attached; and

WHEREAS, Bell Air Services, Inc.

shall remain responsible for all obligations, restrictions and
provisions of said lease; and

WHEREAS, KING COUNTY can find no reason to withhold its
approval of said sublease.

NOW THEREFORE:

KING COUNTY, a political subdivision of the State of
Washington does hereby consent to said sublease between

Bell Air Services, Inc. and Air Seattle Fuel Services, Inc.

Dated this _____ day of _____, 19__.

KING COUNTY, WASHINGTON

BY

RANDY REVELLE

King County Executive

DATE OCT 23 1984

*Airport cc
No transmittal ltr.
Tim brought*

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SUBLEASE

THIS SUBLEASE is made October , 1984, between BELL AIR SERVICE, INC., a Washington corporation ("Sublessor"), and AIR SEATTLE FUEL SERVICES, INC., a Washington corporation ("Sublessee").

WHEREAS, Sublessor is the lessee of certain real property ("Premises") in King County, Washington, pursuant to the terms of those certain Leases ("Leases"), copies of which are attached hereto as Exhibit A and Exhibit B and incorporated herein by this reference, executed by King County, as lessor, on January 28, 1981 and August 1, 1978; and

WHEREAS, Sublessor and Sublessee are parties to that certain Asset Purchase Agreement ("Asset Purchase Agreement") dated October , 1984, under the terms of which Sublessor has agreed to sell to Sublessee, and Sublessee has agreed to purchase from Sublessor, certain assets comprising Sublessor's aircraft fuel service business; and

WHEREAS, as part of the Asset Purchase Agreement, Sublessor has agreed to sublet a portion of the Premises to Sublessee for use in operating an aircraft fuel service business and

WHEREAS, Sublessor represents and warrants that the said leases are in full force and effect and that Sublessor has full right, power and authority to sublet a portion of the Premises and provided below; subject to the approval of King County

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Sublease. Sublessor hereby leases to Sublessee, and Sublessee hereby hires from Sublessor, the following space ("Subleased Premises"): (a) office space at the Premises containing a minimum of one hundred (100) square feet with convenient access to all ramp areas and (b) ramp area space adequate to accomodate two (2) fueling trucks, one (1) passenger van and three (3) transient aircraft. The precise location and approximate dimensions of the office space shall be shown on Exhibit C attached hereto and incorporated herein by this reference. The location and approximate dimensions of the ramp area space set forth in "(b)" in the preceding sentence is shown on Exhibit C, attached hereto and incorporated herein by this reference.

2. Term. The term of this Sublease shall commence October 1, 1984, and shall terminate at midnight January 31, 1990, or sooner at Sublessee's option.

3. Rental. Sublessor agrees to sublet the space set forth in paragraph "1" above in consideration for Sublessee's undertakings in the Asset Purchase Agreement, plus additional rent at the rate of \$50 per month for the office space and additional rent at the rate of \$108.32 per month for the ramp space provided to accomodate two fueling trucks, one passenger van, and three transient aircraft, said rent to be prorated for the initial portion of the month following closing, and thereafter shall be paid on or before the first of each month.

4. Open Space. Sublessor shall not use its space or operate its business in any manner which would interfere with Sublessee's use of its adjoining space. Sublessee shall not use its space or operate its business in any manner which would interfere with Sublessor's adjoining space.

5. Assignment and Sublease. Sublessor may assign, or suffer or permit to be assigned by operation of law or otherwise, its interest in the Subleased Premises as long as Sublessee shall not be evicted from the Subleased Premises and Sublessee's leasehold estate hereunder shall not be terminated or disturbed by reason of any such assignment. Sublessee shall not assign or sublet the Subleased Premises without the prior written consent of Sublessor, which consent shall not be unreasonably withheld.

6. Reference to Leases. All of the terms, provisions, covenants and conditions contained in the lease are made a part of this Sublease (except as herein otherwise expressly provided), and such rights and obligations are, during the term of this Sublease, imposed upon the respective parties to this Sublease, Sublessor being substituted for lessor in the leases and Sublessee being substituted for lessee in the leases.

IN WITNESS WHEREOF, Sublessor and Sublessee have entered into this Sublease on the date first above written.

BELL AIR SERVICE, INC.

AIR SEATTLE FUEL SERVICES, INC.

By Arthur J. Bell
Arthur J. Bell - President

By James M. [Signature]
Its

APPROVED BY KING COUNTY,
October , 1984.

By [Signature]
COUNTY EXECUTIVE

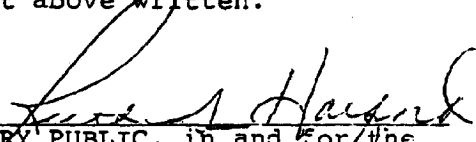
STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this day of October, 1984, before me personally appeared Arthur J. Bell, to me known to be the President of Bell Air Service, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.


NOTARY PUBLIC, in and for the
State of Washington, residing
at

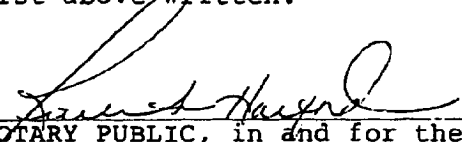
STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this day of October, 1984, before me personally appeared Paul D. Mougin , to me known to be the of Air Seattle Fuel Services, Inc., the corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


NOTARY PUBLIC, in and for the
State of Washington, residing
at